

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BARBARA ROOP,

Plaintiff,

v.

ALLIED INTERSTATE, INC.,

Defendant.

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: 12 Civ. 3442 (NRB) (KNF)
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:
:

OFFER OF JUDGMENT

Pursuant to Fed. R. Civ. P. 68, Defendant Allied Interstate LLC f/k/a Allied Interstate, Inc. (hereinafter "Defendant"), by its attorneys Reed Smith LLP, hereby makes this Offer of Judgment ("Offer") to Plaintiff Barbara Roop ("Plaintiff"), subject to the following terms and conditions:

1. Defendant will allow judgment to be entered against it in the amount of Five Hundred Dollars (\$500.00), plus reasonable costs and attorneys' fees incurred by Plaintiff up to the date of this Offer of Judgment only, in an amount mutually agreed upon by the parties, or as determined by the Court if the parties cannot reach agreement.

2. The judgment entered in accordance with this Offer shall completely resolve any and all claims by Plaintiff against Defendant and any of its agents, principals, or employees.

3. This Offer is conditioned upon its acceptance by Plaintiff, in writing, within fourteen days of the service of this Offer of Judgment on Plaintiff.

4. This Offer is made solely for the purposes specified in Fed. R. Civ. P. 68 and shall not be construed as an admission that Defendant is liable in this action.

Dated: New York, New York
July 2, 2012

REED SMITH LLP

By: /s Ruth M. Thomas
Casey D. Laffey
Ruth M. Thomas

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*Attorneys for Defendant
Allied Interstate LLC
f/k/a Allied Interstate, Inc.*

CERTIFICATE OF SERVICE

I, Robert E. Warring, hereby certify that on June 29, 2012, I caused a true and correct copy of the foregoing Offer of Judgment to be served via regular mail upon the following counsel of record:

JACOB U. GINSBURG
KIMMEL & SILVERMAN PC
1930 E. MARLTON PIKE
SUITE Q29
CHERRY HILL, NJ 08003

Robert E. Warring